

inst #: 20141030-0001923

Fees: \$22.00 N/C Fee: \$0.00

10/30/2014 01:39:36 PM Receipt #: 2205653

Requestor:

LAS VEGAS CITY (PLANNING) Recorded By: LEX Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

125-04-301-005

When recorded mail to:

City of Las Vegas, Real Estate 333 North Rancho Drive, 8th Floor Las Vegas, NV 89106

APN#:

125-04-301-005

TITLE ON DOCUMENT

COMMISSION FOR CULTURAL AFFAIRS (CCA-14-04) COVENANTS

REFERENCE NO./

FLOYD LAMB PARK AT TULE

SPRINGS **INFORMATION:**

This page has been added to comply with NRS 111.312 Sections 1-2.

ATTACHMENT B

COMMISSION FOR	CHLTHRAL	AFFAIRS (CCA-1	4-04) COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the CITY OF LAS VEAS DEPARTMENT OF PLANNING hereinafter referred to as "APPLICANT", for the purpose of the property known as the "OLD ADBOE" AT TULE SPRINGS RANCH, which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows:

PARCEL 2 OF FLOYD LAMB STATE PARK AS SHOWN BY MAP THEREOF ON FILE IN BOOK NUMBER 20070619, FILE 114 OF PARCEL MAPS, PAGE 14, RECORDED JUNE 19, 2007 IN THE OFFICIAL RECORDS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; EXCEPTING THEREFROM AND RESERVING UNTO THE STATE OF NEVADA, PARCEL 1 OF FLOYD LAMB STATE PARK AS SHOWN BY SAID PARCEL MAP, INCLUDING EASEMENTS AND WATER RIGHTS THERETO BELONGING OR APPERTAINING, TOGETHER WITH THE 40' PRIVATE ACCESS EASEMENT IN FAVOR OR SAID PARCEL 1 AS SHOWN BY SAID PARCEL MAP.

In consideration of the sum of \$98,000.00 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of time ending on 12/31/2034.

- The APPLICANT agrees to assume the cost of the continued maintenance and repair
 of said Property so as to preserve the architectural, historical, cultural or
 archaeological integrity of the same, in order to protect and enhance those qualities
 which make it historically significant as determined by the STATE.
- 2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.

- 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
- 4. The APPLICANT agrees that when the property is not clearly visible from a public right of-way or includes interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public not less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these covenants will prohibit the APPLICANT from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
- 5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public right-of-way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.
- 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

1		7.	The agreement shall be enforceable in specific performance by a court of competent
2			jurisdiction.
3		8.	SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if
4			any part, term, or provision of this agreement is held to be illegal by the courts, the
5	,		validity of the remaining portions or provisions shall not be affected, and the rights
6			and obligations of the parties shall be construed and enforced as if the contract did not
7			contain the particular part, term, or provision held to be invalid.
8		9.	These restraints shall run with the property and are binding upon the APPLICANT
9			and any and all successors, heirs, assignees, or lessees.
10		10.	The STATE shall have the right to file suit in law or equity, if the APPLICANT
11			violates any of the restraints of these Covenants. The purpose of the suit shall be to
12			cause the APPLICANT to cure said violations or to obtain the return of funds granted
13			to the APPLICANT by the STATE.
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1	11. The APPLICANT shall record these Covenants in the Recorder's Office of the
2	County in which the subject property is located. The STATE'S obligations with
3	regard to the subject property shall not become effective until the APPLICANT has
4	furnished the STATE satisfactory proof of the aforementioned recordation.
5	These CCA Covenants are entered into this
6	APPLICANT – THE CITY OF LAS VEGAS
7 8	ARPROVED AS TO FORM
9	Signature Signature Teresita L. Ponticello Date
10	Carolyn G. Goodman, Mayor Chief Deputy City Attorney
11	Name and Title (print) Attest: By Sulf Sulf Sulf Sulf Sulf Sulf Sulf Sulf
12	STATE-DEPARTMENT OF CONSERVATION, HISTORIC PRESERVATION OFFICE
13 14	Leleoca Lali
15	Rebecca L. Palmer, State Historic Preservation Officer
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17	REVIEWED AS TO FORM ONLY:
18	Catherine Cortez Masto, Attorney General
19	By: Men
20	Deputy Attorney General
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1	Witnessed by Notary Public
2	State of Nevada
3	County of CLARK
4	On September 4, 2019 , personally appeared before me, a Notary
5	Public in and for said county and State,Carolyn G. Goodman, as Mayor
6	Known to me to be the person described in and who executed the foregoing instrument, who
7	acknowledged to me thatexecuted the same freely and voluntarily and for the uses
8	and purposes therein mentioned.
9	Q10-
10	Notary Public TRACIE R. DRESSER No. 94-3499-1
11	My oppt. exp. Jul. 7, 2017
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13	ACKNOWLEDGEMENT
14	State of Nevada
15	County of <u>CARSON</u>
16	On September 17, 2014, personally appeared before me, Notary Public in
17	and for said County and State,REBECCA L. PALMER, known to me to be the person
18	described in and who executed the foregoing instrument, who acknowledged to me that he executed
19	the same and freely and voluntarily and for the uses and purposed therein mentioned.
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21	D. ROTHERMEL NOTARY PUBLIC
22	STATE OF NEVADA STATE OF NEVADA My Appt Exp. Oct. 28, 2016 Notary Public

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